

DRAFT Distributor Terms and Conditions

On Account

Distributor Terms and Conditions are required by all Distributors entering the V3 Travel System. These are the Terms and Conditions the Operators view and accept prior to opt-in to your channel.

This Agreement is an example only.

These Terms and Conditions are only a draft and are not to be used without review by your lawyers. We highly recommend your lawyers read over the attached and make all necessary changes as required, or provide a new agreement that they would like to include in the software.

TXNZ do not take any responsibility for the information contained within, it is given as a suggestion only.

[website address]
Terms & Conditions

[Distributor] provides a service whereby a Customer can book accommodation. By agreeing to the below you acknowledge and agree that the terms and conditions set out herein shall constitute the agreement ("Agreement") between you ("Operator") and [Distributor] when the [Distributor] takes bookings on your behalf. Agreed Terms:

1. Definitions In this Agreement: "Customer" means a member of the public who has placed a booking for the Operator's Product through the [Distributor]. "Operator" means you, the supplier of tourism Product. "Product" means the travel services offered by you the Operator. "Open Booking Exchange" means the technology platform provided by Tourism Exchange New Zealand.

2. Product

2.1 The Operator will ensure that its Product is provided to the highest possible standards and quality, and that its Product and business comply at all times with all applicable legal requirements.

2.2 It is the sole responsibility of the Service Provider to ensure that Product inventory is kept up to date as regards availability and accuracy.

2.3 Service Providers agree that all confirmed bookings made by [Distributor] will be honoured; any bookings which are not honoured will mean that the Service Provider is solely liable for any damages claimed by the Customer.

3. Information

The Operator must ensure that it regularly updates information via the Open Booking Exchange and the Operator agrees that **[Distributor]** is not liable for any information displayed via the website by the Operator.

4. Fee and Commission

An annual fee of \$XXX is payable to XXX as a property listing fee ("Listing fee"). The Listing fee invoice will be issued by XXX directly to the Operator.

A **[XX.X%]** commission ("Distributor fee") is payable on all completed bookings made through the website. In the event of a cancellation subsequent to a completed booking, **[Distributor]** will relinquish its Distributor fee upon notification by the Operator.

5. Payment Terms

The operator must invoice **[Distributor]** the Nett amount of the transaction following the availment of the product. The Nett amount represents the gross value of the product provided less the commission due to **[Distributor]**. Upon receipt of a valid invoice **[Distributor]** will remit payment on the 20th of the month of the invoice

6. Responsibility

[Distributor] is not liable under any circumstances for the behaviour or conduct of any Customers who **[Distributor]** has booked on behalf of. **[Distributor]** makes no warranty whatsoever as regards the identity or conduct of any Customers who have been booked by **[Distributor]**. It is the sole responsibility of the Operator to verify Customer's identity and ensure that appropriate codes of conduct and behaviour are understood and adhered to.

7. Advertising

7.1 Any discounted or special rates offered by the Operator must be genuine discounts on standard advertised rates.

7.2 The Operator warrants that the information provided for distribution via the **[Distributor]** Booking Centre is true and correct, is not misleading or deceptive, and does not contain any material which is obscene, offensive or defamatory.

8. Complaints

8.1 Each Operator agrees to comply fully in the investigation and resolution of any complaints which are raised by Customers who identify issues directly with **[Distributor]**.

8.2 The Operator must respond to any inquiry or complaint by a Customer, within 14 days of receipt.

9. Indemnity and Insurance

9.1 The Operator must indemnify **[Distributor]**, and hold **[Distributor]** harmless, from and against any claim, demand, cost, loss or expense whether for personal injury, loss of property, breach of agreement, misrepresentation, breach of statutory duty, or any other cause whatsoever, in relation to the provision (of failure to provide) Product.

10. Opt out Operators may opt in or out of distribution via the website at any time. Notwithstanding this, any bookings made through the website prior to the time of opting out will be honoured by the Operator.

11. Termination

11.1 **[Distributor]** may terminate this Agreement immediately by notice to the Operator: (a) if the Operator commits an act of bankruptcy or becomes subject to any form of insolvency administration; or (b) if the Operator breaches this Agreement; or (c) if the Operator ceases to operate or to provide Product; or

11.2 **[Distributor]** may terminate this Agreement at any time by giving at least 30 days notice sent to the Operator's nominated contact email address.

12. General

12.1 These Terms and Conditions may vary from time to time by **[Distributor]** giving Operators at least 90 days notice in writing to their nominated contact email address. The Operator must ensure that its nominated contact email address is kept up to date.

12.2 **[Distributor]** will only act as a Distributor for New Zealand based Operators.

12.3 **[Distributor]** adheres to all applicable privacy legislation and will protect the information and data which you provide. We will not on-sell or distribute any of your information beyond that which is required by your Customers to facilitate an enjoyable travel experience.